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Francis Kessler
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Luxembourg February 28 2011

Att : Kessler
Re : Danske Bank International S.A.
Case # :
Your reference :
Our reference : Your letter of January 25 2011 and "Commandement" of February 18 2011
Posting by : Mail and fax
Your fax # : +352 54 33 51
Numbers of pages : 3
Attachment :
Copy : Grand Duke Henri; Ombudsman; Tribunal d'Arrondissement; Procureur d'Etat; Commissioner V. Reding
Message : All translations in this document have been made by Google Translation tool

As with everything else in the legal system in Luxembourg, the above mentioned "Commandement" is deceitful and one is left to only assume what notary Kessler have instructed bailiff Josiane Gloden to do, and the legal basis for the instructions.

Kessler have got his law degree and should therefore understand how important it is to be precise whether composing a law, writing a contract or referring to provisions in any law.

In the "Commandement" of February 18 2011 Kessler is as vague and woolly as any other legal practitioner in Luxembourg. As far as we understand, he claims that we haven't paid the sum of € 453.199,76 which should have been paid at the latest on October 4 2010,¹ and since we have signed a mortgage deed which – still according to Kessler – gives the bank a right to sell our house on the conditions that some unknown obligations in an unknown agreement/contract between the bank and us have been violated by us, he claims that he is entitled to sell our house on behalf of the bank, based on these grounds, and regardless of whether a breach of contract has occurred or not.

Where did notary Kessler get this sum and due date from? Out of the blue? What kind of legal reasoning is this? And why haven't Kessler provided us with this essential information (if it exists at all) as we have requested him to do?

Kessler knows as well as we do that to be able to proceed with a forced sale he needs an agreement or a contract between us and the bank, and he will also need proof of

¹ Kessler wilfully concealed this information in our phone conversation on February 9 2011, and has not to date provided us with any information supporting his claims, hence Kessler will be charged for committing Fraudulent Concealment.

default of this agreement or contract. The mortgage deed is no such an agreement, as this deed only explains what to do *after* a default has occurred. So, where is the agreement of which Kessler claims we are in breach of? Where is the document notifying us that we have to pay this sum within October 4 2010?

Let us underline that there are normally two reasons for acting like Kessler has done in this matter; either as a result of corruption or as a result of mental disturbance. Since Kessler has been appointed by the Grand Duke one should rule out the latter, hence we are left with the fact that Kessler must have acted upon illegal instructions given to him in a phone conversation rather than in a document (which seems to be quite a normal executive procedure in most fields in Luxembourg), which makes him corrupt.

Now, let's take a closer look at Article 15 of the so called mortgage deed of January 16 2007 and its provisions of which need to be fulfilled *before* Kessler and the bank can commence with the forced sale of our house. The Article reads as follows:

"Artikel 15.- Falls die Kreditnehmer den andurch eingegangenen Verpflichtungen nicht genau und pünktlich nachkommen sollten, so ist die Gläubigerin berechtigt, die zur Hypothek gestellte Immobilie gemäss Artikel 879 und folgende über die Immobilienbeschlagnahme durch das Amt eines ihr beliebigen Notars versteigern zu lassen, um sich an Hauptsumme, Zinsen und Kosten bezahlt zu machen."

This statute says actually nothing of legal value as its reference to the law and dependent contracts/agreements is at best worthless. The article indeed stipulates that if we do not comply with our obligations – though without referring to an actual obligation, contract or agreement² – the bank can sell the mortgaged property pursuant to an unknown and undefined law.

As mentioned before, we do not read or understand the German language, and the mortgage deed is null and void as the bank, in violation with Article 19 (3) of Directive 2004/39/EC; 1) refused to inform us about this financial instrument (the deed) before the second we were forced to sign it, and 2) refused to translate the deed into a language we could understand. Nevertheless, for the sake of the argument, let's say that this mortgage deed is not null and void. If the bank should be entitled to carry out a forced sale pursuant to Article 879 of the Luxembourg "Nouveau code de procedure civile" – as Kessler and Gloden claim – then this precise reference should be found in the mortgage deed, cf Art. 879, first paragraph, last sentence:

"...cette vente ne peut être poursuivie que pour autant que le créancier est le premier inscrit sur les biens, et qu'il aura fait mention de cette clause dans son bordereau d'inscription."

If Kessler takes the time to read Article 15 of the so called mortgage deed, he will find that it doesn't mention Luxembourg jurisdiction, Luxembourg law or the Luxembourg "Nouveau code de procedure civile" with one single word, hence we have not signed a deed providing the bank with a shortcut to sell our house pursuant to Article 879 of the "Nouveau code de procedure civile", and we have thus not waived our rights to have this mortgage deed, or any contracts/agreements it rests upon, tried before a court of law.

Let us underline that merely referring to an Article – without mentioning the law where it can be found – is by far precise enough to build any rights upon Article 879 of the Luxembourg "Nouveau code de procedure civile". Furthermore such an indefinite reference gives Kessler, or any other notary, no right to assume that the bank must have been thinking that we (or any other foreigners) must have known that the bank by this woolly reference must have been referring to the Luxembourg Nouveau code de

² Which makes this reference worthless

procedure civile. Such an assumption has no basis in the jurisprudence and is at best wishful thinking of which one of course can not establish any legal rights upon.

Make note that this so called mortgage deed was authored and presented to us in a language which we do not understand, thus violating Article 19 (3) of Directive 2004/39/EC. In addition of making sure that we did not understand a word of the mortgage deed of which they manipulated us to sign as part of a house loan, notary Camille Mines and Danske Bank made sure – by their imprecise and inadequate reference – that we would never be able to look up and read the said provision of the Luxembourg "Nouveau code de procedure civile", before it was too late.

The fact is that we have not signed on anything more than what is stipulated in this mortgage deed, which in turn leads to the conclusion that we have not signed on any clause that could give the bank and the notary a legal reason to sell our house pursuant to Article 879 of the Luxembourg "Nouveau code de procedure civile".

Kessler – as a notary and a debt collector – knows that he has no right to carry out a forced sale pursuant to the said Article 879 as there is no legal reference to this provision in the mortgage deed. We thus **PETITION** Kessler to refrain from acting in this case and immediately revoke whatever instructions he has given to this Josiane Gloden.

A few words need to be said about the amount Kessler claims we owe the bank; €453.199,76 which is the exact amount the bank was granted in the Tribunal d'Arrondissement's secret decision of May 21 2010. This decision is a result of corruption and is thus rendered null and void. Nevertheless, Article 15 of the above mentioned mortgage deed *does not* give the bank a legal basis/authority to enforce the said decision by utilizing Article 879 of the Luxembourg "Nouveau code de procedure civile" and thus bypassing the provisions of foreclosure.

One reason for this consistent impreciseness both in the mortgage deed as well as in the said Commandement is that these documents have been authored by non-professionals with the sole purpose of deceiving and defrauding, which has been proven in 22 criminal complaints against the bank and public institutions in this matter and thus needs no further documentation or explanation.

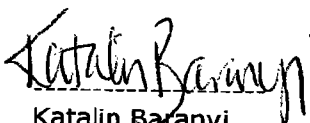
The fraud against us is also demonstrated by the fact that we – even though so stated in Article 7 of the mortgage deed – never ordered this mortgage deed/Spezialhypothek, nor did we ever ask for it. If we haven't ordered or asked for this document, why was it nevertheless produced and presented to us in the meeting with notary Camille Miles? We **PETITION** Kessler to – at the latest on March 1 2011 at 15:30 – provide us with any document that could prove or even indicate that we have ordered this deed.

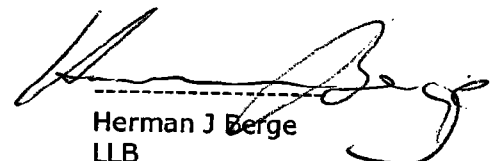
Finally none of the provisions in Article 6 of the mortgage deed are violated. We are thus in no default, consequently Article 15 can not be activated.

* * *

You, Francis Kessler, have been acting as the bank's accomplice in this matter and we thus demand your immediate resignation as a notary, which is the reason why this letter is copied to the Grand Duke.

Luxembourg February 28 2011


Katalin Baranyi
PhD Scolar


Herman J Berge
LLB